which are based upon necessity and trustworthiness. The necessity exists, the declarant being dead, and there is a guaranty of trustworthiness since the return is sworn to under a heavy penalty for dishonesty. The return would also seem to be against interest since a person making an income tax return subjects himself to pecuniary liability to the government in proportion to his stated income, and therefore would have no inducement to exaggerate it.]

Easements—Grant of Use of Wall for Advertising Purposes.—In Thos. Cusack Co. *v.* Myers, 178 N. W. 401 the Supreme Court of Iowa held that the grant for a fixed consideration of the right to use a wall for avertising purposes for a term of one year is in the nature of an easement and cannot be revoked prior to the expiration of the year.

The court said in part: "The owner of a building who makes a contract for a valid consideration to permit another to display advertising thereon is as much bound by the terms thereof as he would be by any other contract. The authority or right to use the walls in question is not merely permissive, but amounts, at least, to the grant of a right in the nature of an easement. Levy *v.* Louisville Gunning System, 121 Ky. 510, 1 L. R. A. (N. S.) 359, 89 S. W. 528; Willoughby *v.* Lawrence, 116 Ill. 11, 56 Am. Rep. 758, 4 N. E. 356; Borough Bill Posting Co. *v.* Levy, 70 Misc. 608, 129 N. Y. Supp. 181; Cusack *v.* Gunning System, 109 Ill. App. 588. The exact question under consideration was only indirectly involved in several of the cases cited by counsel for appellant, and none of them appear to sustain their claim that the grantor could revoke the contracts in question at will. Several of the cases cited are in the New York Supplement reports. In Borough Bill Posting Co. *v.* Levy, *supra*, the court held that specific performance of a license or contract to use real estate for advertising purposes given for a definite period and for a valuable consideration might be granted in a proper case. It is our conclusion that, as the contracts were based upon a consideration and fully performed by plaintiff, they were not revokable at the will of the grantor, but that he was bound by the terms thereof."

Elections—Statute Requiring Voter to State Age.—In State *v.* Hillenbrand, 130 N. E. 29, the Supreme Court of Ohio held that a statute requiring an applicant for registration as a qualified elector of a municipality to state his or her age in years and months is conconstitutional and valid.

The court said in part: "If it could be successfully contended that an applicant for registration need not state his or her age, but that the answer may be limited to a mere statement that the applicant is of legal age, it would follow, by parity of reasoning, that the vast

number of floating population of municipalities would not be required to state how long they had been residents of the state, county, and ward, but would only be required to state that they had been residents of the state, county, and ward the respective periods required by law, and would be interrogated no further, and so the whole object and purpose of the registration laws would be defeated, and the door opened to fraud and abuse of the elective franchise. So, on principle, we do not think the requirement of the statute as to stating age to be in any way an injurious, unreasonable, or unnecessary restraint, impairment, or impediment on the exercise of the elective franchise. On the contrary, we think that it is a reasonable, uniform, and impartial regulation, calculated to facilitate and secure the exercise of this right and to prevent its abuse."

Inns and Innkeepers—Unwarranted Disturbance of Guests' Right of Privacy.—In Fremen *v.* Page, 131 N. E. 475, the Supreme Judicial Court of Massachusetts held that where an innkeeper invaded the room of guests and ordered them to leave the hotel, and assaulted, falsely imprisoned, and slandered the guests, damages might be assessed for humiliation and injury to the guests' feelings, as well as for the unwarranted disturbance of their right of privacy and exclusive use of the room, and such acts were not justified, though they arose from some mistake made by him or his agents in his records.

The court said in part: "The general law is well settled. The guest is entitled to respectful and considerate treatment at the hands of the innkeeper and his employees and servants, and this right created an implied obligation that neither the innkeeper nor his servants will abuse or insult the guest, or engage in any conduct or speech which may unreasonably subject him to physical discomfort, or distress of mind, or imperil his safety, Lehnen *v.* Hines, 88 Kan. 58, 127 Pac. 612, 42 L. R. A. (N. S.) 830; De Wolf *v.* Ford, 193 N. Y. 397, 86 N. E. 527, 21 L. R. A. (N. S.) 860, 127 Am. St. Rep. 969; Morningstar *v.* Lafayette Hotel Co., 211 N. Y. 465, 105 N. E. 656, 52 L. R. A. (N. S.) 940; McHugh *v.* Schlosser, 159 Pa. 480, 28 Atl. 291, 23 L. R. A. 514, 39 Am. St. Rep. 699; 13 R. C. L. Innkeepers, § 11 and notes. And he can recover damages for injury to his feelings resulting from the humiliation to which he has been subjected. Clancy *v.* Barker, 71 Neb. 83, 98 N. W. 440, 103 N. W. 446, 69 L. R. A. (N. S.) 642, 115 Am. St. Rep. 559, 8 Ann. Cas. 682; Aaron *v.* Ward, 203 N. Y. 351, 96 N. E. 736, 38 L. R. A. (N. S.) 204; Gillespie *v.* Brooklyn Heights R. Co., 178 N. Y. 347, 70 N. E. 857, 66 L. R. A. 618, 102 Am. St. Rep. 503; De Wolf *v.* Ford, 193 N. Y. 397, 401, 86 N. E. 527, 21 L. R. A. (N. S.) 860, 127 Am. St. Rep. 969; Head *v.* Georgia Pacific Railroad, 79 Ga. 358, 7 S. E. 217, 11 Am. St. Rep.